



**PURCHASING DEPARTMENT
INVITATION TO BID NO. 06ITB54009YC**

Fire Hydrant Maintenance & Repair

For

PUBLIC WORKS

Last Day to Submit Questions: February 3, 2006

Due Date: February 15, 2006 11:00 A.M.

PURCHASING CONTACT: Al Micah Phillips at (404)-730-4214

E-MAIL: almicah@co.fulton.ga.us

**LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

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INVITATION TO BID
Fire Hydrant Maintenance & Repair

SECTION 1

1.0 Purpose:

Fulton County is soliciting bids from qualified vendors to provide Fire Hydrant Maintenance & Repair to the Department of Public Works during a twelve (12) month calendar period.

1.1 Bid Document

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under "Bid Opportunities".

1.2 Term of Contract:

Any award made as a result of this bid shall be for twelve (12) months from the date of award by the Board of Commissioners. The County reserves the right for an option of one (1) additional twelve (12) month renewal period pending approval by the Board of Commissioners, vendor satisfactory performance and the availability of departmental appropriated funding. Renewal year price increase(s) in this contract, if exercised by Fulton County, shall be limited to the bid prices offered under this solicitation and subsequent contract unless otherwise specifically accepted by Fulton County, but in no instance shall exceed the consumer price index. The term "consumer price index" shall mean the consumer price index published by the Bureau of Labor statistics of the U.S. Department of Labor with particular reference to the average shown on such index for all terms.

1.3 No Contact Provision

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise

be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

1.4 Bid Contact

Information regarding the bid, either procedural or technical, may be obtained by contacting AlMicah Phillips, Assistant Purchasing Agent: almicah.phillips@co.fulton.ga.us, at (404) 730-4214, Fulton County Department of Purchasing. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to;

**Fulton County Purchasing Department
Attn: Al Micah Phillips
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303**

**Phone: (404) 730-4214
Fax: (404) 893-1736
Reference Bid # 06ITB54009YC**

1.5 Bid Opening

Bids will be opened in public and read aloud on **February 15, 2006 at 11:00 A.M., local time** in the Fulton County Purchasing Department's bid room, located at 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Bids received after 11:00 A.M., will be considered late and will be returned to the bidder unopened. Bidders may, at their discretion, attend the bid opening. **Bidders are to submit three (3) copies, one (1) originally signed and two (2) copies.**

1.6 Proposal Due Date

All Bids are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, and 130 Peachtree Street, S.W., Atlanta, Georgia 30303 on or before February 15, 2006 at 11:00 A.M., legal prevailing

time. All submitted bids will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any bid received after this appointed schedule will be considered late and subject to be returned unopened to the bidder. The bid due date can be changed only by addendum. Bids shall clearly indicate the legal name, address, and telephone number of the proposer (company, firm, partnership, individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted proposal. ***The bid number must be clearly visible on all bid packages submitted.***

1.7 Delivery Requirements

Any bid received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Department of Purchasing.

1.8 Basis of Award

The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.

All Bids must be made on the Bid forms contained herein. The Bid shall be enclosed in a sealed envelope, addressed to Department of Purchasing, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303 and labeled "Bid for 06ITB540009YC.

SECTION 2

FULTON COUNTY PURCHASING DEPARTMENT

BID GENERAL REQUIREMENTS

Fire Hydrant Maintenance & Repair

2.0 The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

1. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
2. Original signature(s) must appear on each page of the Bid document. All signatures must be executed by person(s) having contracting authority for the Bidder
3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation
4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separated sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current

solicitation is strictly prohibited in accordance with Fulton County "No Contact" Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.

6. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
7. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
8. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
9. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
10. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
11. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.

12. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
13. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
14. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact Equivalent: or " alternate". The factors to be considered are function, design, materials, construction, workmanship, workmanship finishes, operating features, overall quality, local services facilities, warranty terms and service and other relevant features of item(s) Bid.
15. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
16. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
17. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.

18. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
19. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturer's warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
20. As a successful Bidder providing any equipment which requires fitting and assembly the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
21. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
22. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
23. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to

indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.

24. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
25. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
26. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future.
27. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
28. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest "responsible" Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
29. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A 36-91-1 et seq) may withdrawn as follows:

Competitive sealed Bids (Bid) may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At

the end of this time period the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

30. In the evaluation of the Bids, any award will be subject to the Bid being:
 - A. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
 - B. Lowest cost to the County over projected useful life.
 - C. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
31. All bids and Bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
32. All bids and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
33. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
34. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically

authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
35. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
36. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being “non-responsive”.

2.1 **Definition of Purchasing Terms**

Addenda - the plural of addendum.

Addendum - a written or graphic change to the contract documents issued prior to bid opening which becomes a part of the specifications for the project.

Advertisement - public notice inviting bids shall be published for two (2) consecutive weeks. All projects shall be published on the Fulton County's website @ www.co.fulton.ga.us , under "Bid Opportunities".

Amendment – a change, addition, alteration, correction or revision to a bid or proposal or contract document.

Award - approval by the Board of Commissioners, to begin the contracting process with the lowest most responsive and responsible bidder.

Bid - the formal process allowing prospective vendors to compete for goods and services sought by the County.

Bid acceptance - the acceptance of bids delivered to the Purchasing Agent at the time, place, and under the conditions contained in the invitation for bids and as further stipulated in the specifications document.

Bid opening - the public opening of bids received and accepted and the reading aloud of the name of each bidder and the amount of bid in the presence of one (1) or more witnesses at the time and place designated in the invitation to bid. For RFP openings only the name of the proponents are read aloud.

Brand name or equal specification – means a specification limited to one or more items by manufacturer's names or catalogue numbers to describe the standard of quality, performance and other salient characteristics needed to meet County requirements and which provides for the submission of equivalent products from any manufacturer.

Brand name specifications – means a specification limited to one or more items by manufacturer's names or catalogue numbers.

Collusion – a secret agreement, whether expressed or implied, to commit a fraudulent, deceitful, unlawful, or wrongful act.

Collusive bidding – a violation of antitrust statutes that consists of a response to a solicitation by two or more persons who have secretly agreed to circumvent laws and rules regarding independent and competitive bidding.

County - "County" shall mean the Fulton , Georgia, a political subdivision of the State of Georgia, and shall include all agencies, establishments or officials of the government of the .

Contractor - any person or entity having a contract with the County.

Days - "Days" shall mean calendar days.

Debarment – the exclusion of a person or company from participating in a procurement activity for an extended period of time, as specified by law, because of previous illegal or irresponsible action.

Designee - an authorized representative of a person holding superior position of responsibility.

Invitation to bid (ITB) - all documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Inspection - an authorized representative of the County, or of the County's architect/engineer, assigned to make all necessary inspections, test, and reports of the work performed or being performed.

May - denotes permissive.

Offer - a proposal by an offeror submitted when procurement is made by a source selection method other than competitive sealed bidding.

Offeror – a person making an offer.

Procurement - buying, purchasing, renting, leasing or otherwise acquiring any supplies, services or construction. Also includes all functions that pertain to the obtaining of any supply, service or construction, including a description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

Purchasing Agent - the Director of the Fulton County Department of Purchasing the principal purchasing official for the County.

Responsible bidder or responsible offeror – means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

Scope of work - means the work that is required by the contract documents.

Shall - denotes imperative.

Solicitation - an invitation for bid, a request for proposal, a request for quotation, or any other document issued by the County for the purpose of soliciting bids or bids to perform a County contract.

Specifications – means any description of the physical or functional characteristics or of the nature of a supply, service or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery.

2.2 Clarification and Interpretations

Bidders may submit requests for clarifications or interpretations regarding this ITB. Bidders must prepare such requests in writing for the County's consideration as set forth in this section of this ITB. While the County has not placed an initial limitation on the number of requests which can be submitted, Bidders are cautioned that if Bidders do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **February 3, 2006 at 5:00 PM**, local prevailing time. Bidders are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the bidder of any obligations or conditions required by this ITB.

Request for clarification or interpretation regarding this ITB shall only be submitted in writing (letter, fax or email) to:

Al Micah Phillips, Assistant Purchasing Agent
Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 893-1736
almicah.phillips@co.fulton.ga.us

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this ITB to all persons registered with the County to have received a copy of the ITB.

No oral interpretation, instruction, or information concerning this ITB given by any employee or agent of the County shall be binding on the County. Bidders who submit a bid in reliance on any such oral information risk having their response to this ITB deemed non-responsive by the County. Only written responses issued by addendum to this ITB should be considered by the bidders.

During the period provided for the preparation of bids, the County may issue addenda to this ITB. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this ITB. Additionally, the addenda will be posted on the Fulton County website, www.co.fulton.ga.us. these addenda will be issued by, or on behalf of, the County and will constitute a part of this ITB. Each bidder is required to acknowledge by submitting an executed acknowledgment form included with this bid. This acknowledgment shall include all addenda distributed prior to the bid submission date. All responses to this ITB shall be prepared with full consideration of the addenda issued prior to the bid submission date.

2.3 Right to Reject Bids

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

2.4 Disqualification of Bidders

The submission of more than one (1) bid to the County as the primary Bidder or member of a joint venture for the same bid by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a bidder and the rejection of the bid.

2.5 Applicable Laws

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

2.6 Examination of Contract Documents

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

2.7 Termination

The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.

2.8 Indemnification and Hold Harmless Agreement

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

2.9 Irrevocable Offer

No bid may be modified, withdrawn, or cancelled by the bidder for sixty (60) days following the date and time designated for receipt of bids, and each bidder so agrees in submitting its bid. All adjustment factors shall remain valid during this time period unless noted otherwise.

Prior to the date and time designated for receipt of bids, a bid may be withdrawn on written or facsimile (fax) request, provided that written confirmation of any fax withdrawal over the signature of the bidder must have been mailed and postmarked on or before the date and time set for receipt of bids. A withdrawn bid may be resubmitted up to the date and time designated for receipt of bids, provided that it is then fully in conformance with these Instructions to Bidders.

SECTION 3

PURCHASING FORMS & INSTRUCTIONS

3.1 Introduction

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Bidder must sign the Bid Forms. Bidders should reproduce each Bid Form, as required, and complete the appropriate portions of the forms provided in this section.

Procurement Affidavits

Procurement Affidavit Form 1	Certification Regarding Debarment
Procurement Affidavit Form 2	Form A: Non-Collusion Affidavit (Prime) Form B: Sub-Contractor Non- Collusion Affidavit
Procurement Affidavit Form 3	Certificate of Acceptance of Invitation to Bid Requirements

3.2 Procurement Affidavit Forms Description

The following paragraphs present an overview of each Procurement Affidavit Form required.

3.2.1 Certification Regarding Debarment

Bidder shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

3.2.2 Non-Collusion Affidavit

The Bidder shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Bids developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Bid Form 2B which shall also be submitted with the bid.

3.2.3 Certificate of Acceptance of Invitation to Bid Requirements

Bidder shall complete and submit Form 3, which certifies that Bidder has read the solicitation including all addenda, exhibits, attachments and appendices.

3.2.4 Contractor and Proposer's Disclosure Questionnaire

CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following SECTION 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

- (a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this SECTION, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also

be subject to suspension under this SECTION if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) *Causes for Suspension.* The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and bids;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a

business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code SECTION 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. SECTION 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or bids by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____ certify that pursuant to Fulton County Code SECTION 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. SECTION 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or bids by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

CERTIFICATE OF ACCEPTANCE OF INVITATION TO BID
REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # _____ to #_____ exhibit(s) #_____ to #_____, attachment(s) # _____, and/or appendices #_____ to #,_____in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company:_____

Signature:_____

Name: _____

Title:_____ Date: _____

Phone: _____

(Affix Corporate Seal)

CONTRACTOR OR PROPOSER'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Contractor or Proposer's officers, directors, affiliates and other employees, agents or representative of this form, the subject project Fire Hydrant Maintenance & Repair 05ITB54009YC

For the purposes of this form, the term "affiliate" of any Contractor or Proposer shall mean any person or entity that directly or indirectly controls or is controlled by, or is under common control with, such Contractor or Proposer. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by entreat, or otherwise.

Describe accurately, fully and completely, their respective relationships with said Contractor or Proposer, including their ownership interests and their anticipated role in the management and operations of said Contractor or Proposer.

2. Please describe the general development of said Contractor or Proposer's business during the past five (5) years, or such shorter period of time that said Contractor or Proposer has been in business.
3. Please state whether any employee, agent or representative of said Contractor or Proposer who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Contractor or Proposer. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Contractor or Proposer, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Contractor or Proposer;
 - (b) whether Contractor or Proposer was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Contractor or Proposer

from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

- (c) whether said Contractor's or Proposer's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Contractor or Proposer, which directly arose from activities conducted by the business unit or corporate division of said Contractor or Proposer which submitted a bid or proposal for the subject project. If so please explain.

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government, or

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation with Fulton County or any other federal, state or local government, or private entity during the last ten

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Contractor's or Proposer's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for

purposes of clarity, Contractor or Proposer should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Contractor or Proposers, joint venture partners and first-tier subcontractors or Proposers.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2005

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2005

(Notary Public) (Seal)

Commission Expires _____
(Date)

SECTION 4

CONTRACT COMPLIANCE REQUIREMENTS

4.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

4.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- **Exhibit A** – Promise of Non-Discrimination
- **Exhibit B** – Employment Report
- **Exhibit C** – Schedule of Intended Subcontractor Utilization
- **Exhibit D**– Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- **Exhibit E** – Declaration Regarding Subcontractors Practices
- **Exhibit F** – Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document must be completed as instructed if awarded the project:

- **Exhibit G** – Prime Contractor’s Subcontractor Utilization Report

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____),

Name

Title

Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to SECTION 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
Male/Female	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder/Proposer _____
Subcontractor

Submitted by: _____

Date Completed: _____

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP NUMBER: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

2. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, attach copy of recent certification letter.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE _____ %

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE _____ %

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE _____ %

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE _____ %

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____

_____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____
%

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____

_____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____

_____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____
%

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Subcontractor Agreements: (\$)
--

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature/Title: _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

To: _____
(Name of Prime Contractor Firm)

ITB/RFP Number: _____

Project Name: _____

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Subcontractor)

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to

(Bidder)

perform 100% of the work required for _____

(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____

Title: _____

Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Decisions</u>	Financial Supervision	<u>Sex</u>
		<u>Race</u>	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _ day of _____, 20_____
_____, before me, appeared

_____, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:				
FROM:		PROJECT NUMBER:				
TO:		PROJECT LOCATION:				
PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____

TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____

(Signature)

Notary: _____

(Printed Name)

Date: _____

My Commission Expires: _____

Section 5

SPECIFICATIONS Fire Hydrant Maintenance & Repair

Work To Be Done: The work to be performed under this Contract consists of furnishing all labor, materials tools, equipment, incidentals and performing all work required for the completion of the following work items:

- Fire Hydrant Maintenance & Repair:. Contract unit prices represent the installed, complete-in-place, tested and accepted cost, including, but not limited to:

- * All required labor, tools, and equipment, unless otherwise noted.
- * All materials, unless specifically noted to be furnished by the Owner or by others, or specifically identified for payment under another pay item. **Fulton County will provide required hydrants, valves, and valve boxes.**
- * All required excavation, dewatering, thrust blocking, rodding, sheeting/shoring/bracing, backfill, compaction and restoration to grade, landscape replacement and repair, and testing.
- * All required traffic control.
- * Acceptable bedding as detailed, specified, or as required by conditions encountered.
- * Disposal of all surplus or waste materials, unsuitable materials, and debris.
- * Protection of existing utilities, including but not limited to location, diligent care in handling and working around, relocation, and repair of utilities.
- * Miscellaneous associated work necessary to complete the work in place.
- * Minor valve box adjustments.
- * Erosion control

This contract provides for the repair and maintenance of fire hydrants in the North Fulton County Water System. This jurisdiction consists of that area of Fulton County north of the Chattahoochee River. Parts of the water system are located within the city limits of Roswell and Alpharetta, Georgia. This work will be assigned to the Contractor on an "as needed" basis by the North Fulton Water System Operation and Maintenance Superintendent or designee. The Owner's field representative will inspect the work to ensure contract compliance. All work assignments shall be completed within five (5) business days of receipt of the work order. In cases of multiple assignments by work order, the completion date shall be mutually agreed upon and recorded in the work order.

Clean up: After the work is complete, any disturbance to the surrounding area shall be immediately restored to its prior condition. All disturbed sod shall be replaced and tamped to grade. All shrubbery shall be replaced. All paving, curbing and sidewalks shall be replaced. All other disturbed areas shall be raked, seeded, fertilized and mulched. All trash and debris

shall be removed. Any soil on paved surfaces shall be removed and the surfaces cleaned. Return "Out of Service" location information to North Fulton County Water System Operation and Maintenance Field Office at 11575 Maxwell Road.

Any work within traffic lanes shall be controlled for safety according to Georgia D.O.T. standards. Permits as required by local jurisdictions shall be obtained by the Contractor including but not limited to: land disturbance, street cuts, erosion control, business license, utility encroachments, etc.

Contractor Qualifications

Contractor must supply evidence showing eight (8) years experience in testing and repair of fire hydrants. Contractor's field supervisors must have a minimum of (5) years experience in the testing, repair, and replacement of fire hydrants.

Contractor must have the ability to repair fire hydrants "under pressure" if no isolation valve is available. Contractor must be able to insert a control valve "under pressure" on the fire hydrant lead pipe when the hydrant is to be replaced.

Contractor must provide proof of insurance (general liability, worker's compensation, and auto). Contractor must provide performance and payment bonds for, 25% of contract price.

Contractor must possess a Utility Contractor's License, no exceptions.

SPECIAL CONDITIONS: The following Special Conditions take precedence over plans and specifications. All other requirements remain in full effect.

1. The Contractor shall provide all safety equipment, training and certified personnel in conjunction with work performed under this contract.
2. The Contractor shall furnish each employee with adequate and functional individual safety equipment and clothing.
3. The Contractor shall apply for any required lane or road closure permits from the appropriate governing authority.
4. The Contractor shall provide and maintain all traffic control equipment in compliance with State or Local DOT requirements.
5. The Contractor shall provide certified personnel equipped with proper and adequate equipment for all flagging operations.
6. The Contractor shall utilize suitable compaction equipment as dictated by field location to ensure 98+ standard Proctor on all backfill and sub-grade materials.
7. The Contractor shall remove all debris from the valve box and operate all valves fully in both directions to insure a valve key will fully seat on the operating nut. The Contractor shall straighten and raise the valve box to grade if required and install a valve box lid if necessary. No additional payment will be made for aligning or raising a valve box to grade.
8. The Contractor shall notify the Water System of any leakage or unusual problems at the location prior to starting work.

9. All concrete pads will be square with the exception of the pre-cast donuts utilized outside of pavement.
10. The Contractor shall return all old fire hydrants and parts to the Water System.
11. The Contractor shall utilize a fire hydrant meter when flushing a hydrant. The Water System will issue a meter to the Contractor for a \$1,500.00 refundable deposit. The Contractor shall return the meter to the Water System on a ninety (90) day cycle to be read.
12. The Contractor shall utilize a hose when flushing a hydrant to ensure there is not damage to the area surrounding the hydrant.
13. The Contractor shall be fully responsible for any property damage caused by flushing.
14. The Contractor shall not cause any water to flow, from flushing water lines, directly into a storm drain, creek, stream or other waterway.
15. The Contractor shall be responsible for any fine that may be the direct or indirect result of flushing a hydrant into State waters.
16. Contractor shall completely make any repairs or perform maintenance on a fire hydrant prior to presenting any pay request for that hydrant. No partial payments will be allowed under this contract.
17. The Contractor shall utilize various colors of paint, as directed, for the body of the hydrant and a reflective paint for the bonnet that is acceptable to the Fulton County Fire Department and the Water System. All paint specs must be approved prior to issuance of a Notice to Proceed.

The work will be awarded in one Contract. All work must be completed within the time constraints specified in the Notice to Proceed. Failure to comply with the time constraints agreed upon in the Notice to Proceed could result in liquidated damages claims payable to the County.

Section 6**FIRE HYDRANT MAINTENANCE & REPAIR BID**

FIRE HYDRANT (F.H.) MAINTENANCE & REPAIR				
1.	FIRE HYDRANT MAINTENANCE (INCLUDE OPENING AND CLOSING OF FIRE HYDRANT VALVE AND FLUSHING OF HYDRANT)			
	DESCRIPTION	EST. QTY	UNIT COST	AMOUNT
1.A	REPLACE OPERATING NUT	75	\$	\$
1.B	REPLACE TOP OPERATING ROD	20	\$	\$
1.C	REPLACE BOTTOM OPERATING ROD	20	\$	\$
1.D	INSTALL NEW ROD COUPLING	100	\$	\$
1.E	INSTALL NEW SEAT RING	10	\$	\$
1.F	INSTALL NEW DRAIN VALVE	10	\$	\$
1.G	INSTALL NEW MAIN VALVE RUBBER SEAL	10	\$	\$
1.H	REPLACE SEAL BETWEEN BONNET AND NOZZLE	10	\$	\$
1.I	REPLACE HOSE NOZZLES	100	\$	\$
1.J	REPLACE PUMPER NOZZLES	5	\$	\$
1.K	REPLACE GASKET BETWEEN UPPER & LOWER STANDPIPE SECTIONS	10	\$	\$
1.L	REPLACE O-RING SEALS ASSOCIATED WITH HYDRANT REPAIR	100	\$	\$
2.	COMPLETE REBUILDING OF FIRE HYDRANT (Including: Close FH Valve, Replace Operating Nut, Replace Hold-down Assembly, Replace Top Operating Nut, Replace Bottom Operating Rod, Install New Rod Coupling, Install New Seat Ring, clean Weep Holes, Lubricate, Replace Missing Cap Chain, Grease Cap Threads, Paint, Open FH Valve, Flush FH)			
2.A	COMPLETE F.H. REBUILD	10 EA	\$	\$
3.	COMPLETE FIRE HYDRANT SERVICE (Including: Replace Missing Cap, Gasket, Chain; Oil Grease Cap Threads, Paint Color as Specified on Work Order, Trim Any Surrounding Vegetation within a 3 Foot Radius, Exercise FH valve (Full Open & Full Close) Flush FH)			
3.A	COMPLETE F.H. SERVICE	30 EA	\$	\$

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4.	REPLACE HYDRANT BONNET TO BOOT (Incl Close FH Valve, Remove Existing FH, Install New FH, Open FH Valve, Flush FH)			
4.A	REPLACE F.H. BONNET TO BOOT	10 EA	\$	\$
5.	REPLACE EXISITING FIRE HYDRANT WITH A NEW FIRE HYDRANT ASSEMBLY ON EXISTING MJ VALVE (Including: Close FH Valve, Remove Existing FH, Remove Existing Anchor Coupling, Install New Anchor Coupling, Install New FH, Open FH Valve, Flush FH)			
5.A	REPLACE EXISTING F.H. WITH A NEW F.H.	50 EA	\$	\$
6.	INSTALL NEW FIRE HYDRANT ASSEMBLY ON EXISTING MAIN (Including: Shut Off Water To Line Segment, Cut In Tee & Install Solid Sleeves or Tapping Sleeves as Directed, Pour Blocking, Install F.H. Valve, Install Anchor Coupling, Install New F.H., Turn On Water To Line Segment, Flush F.H.)			
6.A	INSTALL NEW FIRE HYDRANT ASSEMBLY ON 8" MAIN WITH SOLID SLEEVES	1 EA	\$	\$
6.B	INSTALL NEW FIRE HYDRANT ASSEMBLY ON 8" MAIN WITH TAPPING SLEEVES	1 EA	\$	\$
6.C	INSTALL NEW FIRE HYDRANT ASSEMBLY ON 10" MAIN WITH TAPPING SLEEVES	1 EA	\$	\$
6.D	INSTALL NEW FIRE HYDRANT ASSEMBLY ON 10" MAIN WITH TAPPING SLEEVES	1 EA	\$	\$
6.E	INSTALL NEW FIRE HYDRANT ASSEMBLY ON 12" MAIN WITH SOLID SLEEVES	1 EA	\$	\$
6.F	INSTALL NEW FIRE HYDRANT ASSEMBLY ON 12" MAIN WITH TAPPING SLEEVES	1 EA	\$	\$
6.G	INSTALL NEW FIRE HYDRANT ASSEMBLY ON 16" MAIN WITH SOLID SLEEVES	1 EA	\$	\$
6.H	INSTALL NEW FIRE HYDRANT ASSEMBLY ON 16" MAIN WITH TAPPING SLEEVES	1 EA	\$	\$
6.I	INSTALL NEW FIRE HYDRANT ASSEMBLY ON 24" MAIN WITH SOLID SLEEVES	1 EA	\$	\$
6.J	INSTALL NEW FIRE HYDRANT ASSEMBLY ON 24" MAIN WITH TAPPING SLEEVES	1 EA	\$	\$
7.	INSTALL MECHANICAL JOINT VALVE ON EXISTING FIRE HYDRANT (Including: Shut Off Water To Line Segment, Remove Existing FH, Install Hydrant Valve, Install Anchor Coupling, Reinstall Hydrant, Turn on Water to Line Segment, Flush Hydrant)			
7.A	INSTALL MECHANICAL JOINT VALVE	10 EA	\$	\$
8.	HORIZONTAL EXTENSION OF FIRE HYDRANT USING DUCTILE IRON PIPE AND RODDING			

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8.A	1 L.F.	50 L.F.	\$	\$
9.	VERTICAL EXTENSION OF FIRE HYDRANT USING EXTENSIONS			
9.A	6"	50	\$	\$
9.B	12"	50	\$	\$
9.C	18"	25	\$	\$
9.D	24"	25	\$	\$
	FIRE HYDRANT INSTALLATION AND REPAIR TOTAL COST			\$
	TOTAL BID AMOUNT			\$

NOTE: The unit price bid for Fire and Blow-Off Hydrants shall include 6" piping, valves blocking and restraining, tapping sleeves, fittings, hydrant tees, and hydrant.

Flanged Pipe and Fittings: Provide all flanged ductile iron pipe and barrels manufactured in accordance with the latest requirements of the AWWA Standard C151/A21.51. Ductile iron pipe with flanged joints shall be minimum Class 53. All flanges shall be ductile iron. Fittings and flanges for pipe shall be of domestic manufacture within the United States.

Provide all flanged ductile iron AWWA Standard C110/A21.10 fittings manufactured in accordance with the requirements of AWWA Standard, 250 pound Standard, noted or directed in the "Handbook of Ductile Iron", Sixth Edition or later, as published by the Ductile Iron Pipe Research Association, Provide design of flanged ductile iron or cast iron fittings as indicated or noted on the Drawings as directed. In general, use flanged fittings or ANSI pattern with long radius elbows except where space limitations prohibit use of same. Conform special flanged fittings to dimensions and details indicated on the Drawings, noted or directed. Pipe fabricator shall submit certificates of compliance to the Engineer with shop drawings.

Flanged Joints - Form flanged joints thoroughly bolted with through, stud, or cap bolts of required size. Use full face type red rubber gaskets one-sixteenth inch thick as manufactured by the U.S. Rubber Company in all flanged joints.

Except as otherwise specified or noted, make machine bolts, stud bolts and cap bolts from alloy steel, complying with requirements of ASTM Des. A193-64, Grade B7, and provide nuts made from alloy steel complying with requirements of ASTM Des. A194-64, Grade 2 or 2H.

For nuts, bolts and threads, conform to the latest requirements of the following ANSI Standards and ASTM Designations:

<u>Component and Specification</u>	<u>ANSI</u>	<u>ASTM</u>
Semi-finished, hexagonal bolt heads and nuts, Heavy Series dimensions	B.18.21-22	A307-83

Flanges: Make flanged ductile iron pipe approximately twelve inches or less in length with flanges cast solidly to the pipe barrel. Make flanges on ductile iron pipe longer than twelve inches in length of the screw type. Make pipe threads such length that, with flanges screwed home, the end of the pipe projects beyond the face line of the flange. Make flange and pipe faced to give a flush finish to the pipe and the flange and surface normal to the axis of the pipe. Make cast iron flanges such design that flange neck completely covers the threaded portion of the pipe to protect same against corrosion. Coat flanges on ductile iron pipe with white lead immediately after they have been faced and drilled. Make faces of flanges on fittings coated with coal tar pitch paint, or otherwise protect against corrosion, after machining.

Face and drill flanged ductile iron pipe and fittings in accordance with the latest requirements of AWWA Standard C110/A21.10, Class 250, unless special drilling is called for or required. Where cap bolts or studs are required, drill and tap flanges accordingly.

Make flange bolt holes on each end of flanged pipe and fittings accurately straddle the same horizontal and vertical center lines, unless special drilling is called for or required. Where cap bolts or studs are required, drill and tap flanges accordingly.

Make flange bolt holes on each end of flanged pipe and fittings accurately straddle the same horizontal and vertical lines, unless special drilling is specified, noted or directed.

Face and drill pipe with screw type flanges assembled, at the point of manufacture unless otherwise approved by the Engineer.

Furnish all cast iron blind flanges and companion flanges in accordance with the latest requirements of AWWA Standard C110/A21.10. Furnish cast iron regular or eccentric reducing flanges to the thickness of and drilled to the template of the regular companion flange of corresponding outside diameter.